

This Indenture, Made this 9th day of April in the year of our Lord one thousand eight hundred and ninety five between Benjamin Foust and Emma his wife of Endora in the County of Douglas and State of Kansas of the first part, and Charles Sothholz of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The East half of the North East quarter of Section thirty 30 Township Thirteen 13 Range Twenty one 21. Eighty acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Benjamin Foust and Emma his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Three Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Benjamin Foust and wife to the said party of the second part Endora Kansas April 9th 1895 Three years after date we promise to pay to the order of Chas Sothholz Three Hundred Dollars at his office in Endora with 8% int. payable annually. Ben Foust Emma Foust and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Benjamin Foust and Emma his wife their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Chas Pilla

Benjamin Foust (SEAL.)
Emma Foust (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 9th day of April, A. D. 1895, before me, Chas Pilla, a Notary Public in and for said County and State, came Benjamin Foust and Emma his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires January 16 1899
Recorded April 13 A. D. 1895 at 12 o'clock P. M. Chas Pilla Notary Public.

James Brink Register of Deeds.

The following is inserted on Original Instrument
The note herein described having been paid in full this mortgage is hereby released and the lien thereby created is discharged
As Witness my hand, this 22 day of March A. D. 1897
Charles Sothholz

Recorded March 22 1897
Deputy Register of Deeds